

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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ABRAHAM LESER

Plaintiff,

**CIVIL JUDGMENT**

-against-

09-CV-2362 (KAM)(MDG)

U.S. BANK NATIONAL ASSOCIATION,

Defendant.

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U.S. BANK NATIONAL ASSOCIATION,

Counterclaim/Plaintiff,

-against-

ABRAHAM LESER,

Counterclaim/Defendant.

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Whereas on June 4, 2009, plaintiff/counterclaim defendant Abraham Leser (“Leser”) commenced this action for declaratory judgment that certain personal guaranties for two real estate loan development projects are not enforceable against him (ECF No. 1, Complaint); and Defendant/counterclaim plaintiff U.S. Bank National Association (“USB”) counterclaimed, alleging two claims for breach of contract and one claim of unjust enrichment against Leser based on the same development projects (ECF No. 11, Answer and Counterclaim), and the case proceeded to a jury trial; and

Whereas, on January 14, 2013, after an eight-day trial, a jury returned a verdict in favor of USB in the amount of \$38,289,575.66, finding Leser liable for breach of two personal guaranties (the “Guaranties”) executed in connection with two real estate development loans; and

Whereas, on May 2013, the Honorable Kiyo A. Matsumoto, issued a Memorandum and Order awarding USB: (i) \$23,435,780.94 in principal, late charges, and interest due and owing on the Philadelphia loan, which will accrue per diem interest at the rate of \$3,754.19431 on each day after May 10, 2013 until judgment is entered; (ii) \$27,582,192.77 in principal, late charges, and interest due and owing on the Seattle loan, which will accrue per diem interest at the rate of \$4,433.61 on each day after May 10, 2013 until judgment is entered; (iii) \$1,836,491.40 in attorneys' fees; and (iv) \$91,954.04 in costs; it is

**ORDERED, ADJUDGED AND DECREED:** That judgment is entered in favor of USB and against Leser in the amount of \$23,435,780.94 in principal, late charges, and interest due and owing on the Philadelphia loan; and it is

**ORDERED, ADJUDGED AND DECREED:** That judgment is entered in favor of USB and against Leser in the amount of \$27,582,192.77 in principal, late charges, and interest due and owing on the Seattle loan; and it is

**ORDERED, ADJUDGED AND DECREED:** That judgment is entered in favor of USB and against Leser in the amount of \$1,836,491.40 in attorneys' fees; and

**ORDERED, ADJUDGED AND DECREED:** That judgment is entered in favor of USB and against Leser in the amount of \$91,954.04 in costs.

Interest shall accrue on the total amount above, \$52,946,419.15, after the date of entry of judgment at the federal post-judgment statutory rate provided by 28 U.S.C. § 1961(a) to the date the judgment is satisfied.

**Dated:** Brooklyn, New York  
May 10, 2013

/s/  
KIYO A. MATSUMOTO  
United States District Judge